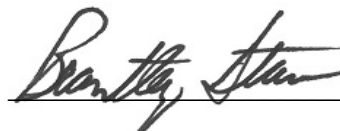


The Court granted summary judgment to Nationwide on Managed Owners’s breach of contract claim because Managed Owners “failed to come forward with any evidence to segregate the damage.”³ And the “[f]ailure to segregate covered and noncovered perils is fatal to recovery.”⁴ Even considering the additional document, Managed Owners does not segregate damages between covered and noncovered perils.⁵ Again, the failure to do so is fatal. Accordingly, for these two reasons, the motion is **DENIED**.

IT IS SO ORDERED this 17th day of September, 2025.

A handwritten signature in black ink, appearing to read "Brantley Starr", is written over a horizontal line.

BRANTLEY STARR
UNITED STATES DISTRICT JUDGE

³ Doc. 64 at 7.

⁴ *Advanced Indicator & Mfg., Inc. v. Acadia Ins. Co.*, 50 F.4th 469, 477 (5th Cir. 2022) (per curiam) (cleaned up).

⁵ Additionally, any argument that Managed Owners did not have to segregate damages “could, and should, have been made before the judgment issued.” *Faciane v. Sun Life Assurance Co. of Canada*, 931 F.3d 412, 423 (5th Cir. 2019) (cleaned up). ”